

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

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UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Civil Action No. 2:18-cv-195
	)	
v.	)	
	)	
CITY OF IRONWOOD, MICHIGAN	)	
	)	
Defendant.	)	

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**CONSENT DECREE**

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## I. BACKGROUND

1. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9606 and 9607 (“CERCLA”), seeking injunctive relief and reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Ironwood Manufactured Gas Plant Site in Ironwood, Michigan (“the Site”).

2. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

3. In performing response actions at the Site, EPA has incurred response costs and may incur additional response costs in the future.

4. The United States alleges that the City of Ironwood is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

5. The City of Ironwood does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

6. The United States has reviewed the Financial Information submitted by the City of Ironwood to determine whether the City of Ironwood is financially able to pay all response costs incurred and to be incurred at the Site. Based upon its review, and the City of Ironwood’s representation that it does not have insurance coverage for environmental liabilities at the Site, the United States has determined that the City of Ironwood has limited financial ability to pay for response costs incurred at the Site.

7. The United States and the City of Ironwood agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## II. JURISDICTION

8. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over the City of Ironwood. Solely for the purposes of this Consent Decree and the underlying complaint, the City of Ironwood waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. The City of Ironwood shall not challenge

entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### **III. PARTIES BOUND**

9. This Consent Decree is binding upon the United States and upon the City of Ironwood and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any Transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the City of Ironwood under this Consent Decree.

### **IV. DEFINITIONS**

10. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or its appendices, the following definitions shall apply:

a. "Affected Property" means all real property at the Site and any other real property, owned or controlled by the City of Ironwood, where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site.

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

e. "Effective Date" shall mean the date upon which the approval of this Consent Decree is recorded on the Court's docket.

f. "Engineering Controls" or "ECs" shall mean the Engineering Controls or ECs described in Paragraph 35 below and the Operation and Maintenance Agreement attached hereto as Appendix A.

g. "Environmental Protection Easement" shall mean the Declaration of Restrictive Covenant and Grant of Environmental Protection Easement recorded with the Gogebic County Register of Deeds at liber 561 page 8 on September 23, 2013, a copy of which is attached hereto as Appendix B.

h. "EPA" shall mean the U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

- i. “EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- j. “Financial Information” shall mean those financial documents identified in Appendix C that the City submitted to EPA for review.
- k. “Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.
- l. “National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
- m. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- n. “Parties” shall mean the United States and the City of Ironwood.
- o. “Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through May 9, 2018, plus accrued Interest on all such costs through such date.
- p. “Plaintiff” shall mean the United States.
- q. “Records” shall mean records, reports, documents, or other information, including records, reports, documents and other information in electronic form.
- r. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.
- s. “Site” shall mean the Ironwood Manufactured Gas Plant Superfund Site, encompassing approximately 2.1 acres, located in Ironwood, Michigan on two parcels of land identified by Gogebic County Property Tax Identification Numbers 2752-21-477-010 and 2752-21-478-010. A map of the Site is attached hereto as Appendix D, and a survey description of the Site is attached hereto as Appendix E.
- t. “Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.
- u. “United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

## V. STATEMENT OF PURPOSE

11. By entering into this Consent Decree, the mutual objective of the Parties is for the City of Ironwood to make a cash payment, implement land use restrictions, and conduct Operations and Maintenance at the Site to resolve its alleged civil liability for Past Response Costs under Section 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants by Plaintiff in Section VIII below, and subject to the Reservations of Rights by United States in Section IX below.

## VI. PAYMENT OF RESPONSE COSTS

12. **Payment of Past Response Costs.** The City of Ironwood shall pay to EPA the principal amount of \$170,000.

a. The payment shall be made within 30 days after the Effective Date and, if timely paid, shall include no Interest.

b. If the City of Ironwood fails to make the payment required by Paragraph 12.a above by the required due date, Interest shall accrue on the unpaid balance from the Effective Date through the date of payment.

13. The City of Ironwood shall make payment through ACH at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to the City of Ironwood by the FLU of the U.S. Attorney's Office for the Western District of Michigan after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Scott Erickson, City Manager  
Memorial Building  
213 South Marquette Street  
Ironwood, MI 49938  
ericksons@cityofironwood.org  
(906) 932-5050

on behalf of the City of Ironwood. The City of Ironwood may change the individual to receive payment instructions on their behalf by providing written notice of such change to DOJ and EPA in accordance with Section XV below (Notices and Submissions).

14. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 12 above shall be deposited by EPA in the EPA Hazardous Substances Superfund.

15. **Notice of Payment.** At the time of each payment, the City of Ironwood shall send notice that payment has been made: (a) to EPA in accordance with Section XV below (Notices and Submissions); (b) to DOJ by email or by mail in accordance with Section XV below (Notices and Submissions); and (c) to the EPA Cincinnati Finance Center by email or by regular mail at:

Email: cinwd\_acctsreceivable@epa.gov

Regular mail: EPA Cincinnati Finance Center  
26 W. Martin Luther King Drive  
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number B5ZC, and DJ Number 90-11-3-11704.

## **VII. FAILURE TO COMPLY WITH CONSENT DECREE**

### **16. Stipulated Penalties**

a. If any part of the amount due to EPA under Paragraph 12 above (Payment of Response Costs) is not paid by the required date, the City of Ironwood shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 12 above, \$500 per day that such payment is late.

b. If the City of Ironwood does not comply with any requirement in Section XII below (Property Requirements), the City of Ironwood shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, \$1000 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made by ACH through <https://www.pay.gov> to the EPA account. Payment shall reference the CDCS Number, Site/Spill ID Number B5ZC, and DJ Number 90-11-3-11704

d. At the time of payment, the City of Ironwood shall send notice that payment has been made to EPA and DOJ as provided in Paragraph 15 above (Notice of Payment).

e. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the City of Ironwood of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

17. If the United States brings an action to enforce this Consent Decree, the City of Ironwood shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of the City of Ironwood’s failure to comply with the requirements of this Consent Decree.

19. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse the City of Ironwood from payment as required by Section VI above (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

### **VIII. COVENANTS BY PLAINTIFF**

20. **Covenants for the City of Ironwood by United States.** Except as specifically provided in Section IX below (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against the City of Ironwood pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by the City of Ironwood of its obligations under this Consent Decree, including but not limited to, payment of all amounts due under Section VI above (Payment of Response Costs) and any Interest or stipulated penalties due thereon under Section VII above (Failure to Comply with Consent Decree). These covenants are also conditioned upon the veracity and completeness of the Financial Information and the representations regarding insurance provided to EPA by the City of Ironwood, and the financial, insurance, and indemnity certification made by the City of Ironwood in Paragraph 54 below. These covenants extend only to the City of Ironwood and do not extend to any other person.

### **IX. RESERVATIONS OF RIGHTS BY UNITED STATES**

21. The United States reserves, and this Consent Decree is without prejudice to, all rights against the City of Ironwood with respect to all matters not expressly included within Paragraph 20 above (Covenants for the City of Ironwood by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the City of Ironwood with respect to:

- a. liability for failure of the City of Ironwood to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- f. liability based on the City of Ironwood's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by the City of Ironwood.



22. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information or the insurance information provided by the City of Ironwood, or the financial, insurance, or indemnity certification made by the City of Ironwood in Paragraph 54 below, is false or, in any material respect, inaccurate.

#### **X. COVENANTS BY THE CITY OF IRONWOOD**

23. The City of Ironwood covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Michigan, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, or state law for Past Response Costs.

24. Except as provided Paragraph 30 below, these covenants shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section IX above (Reservations of Rights by United States), other than in Section VII above (Failure to Comply with Consent Decree) or Paragraph 21.d above (criminal liability), but only to the extent that the City of Ironwood's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

25. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

#### **XI. EFFECT OF SETTLEMENT/CONTRIBUTION**

26. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section X above (Covenants by the City of Ironwood), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to

obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which the City of Ironwood has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs, and all response actions taken or to be taken at or in connection with the Site by the United States or any other person, except for the State; provided however that if the United States exercises rights under the reservations in Section IX above (Reservations of Rights by United States), other than in Section VII above (Failure to Comply with Consent Decree) or 21.d above (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

28. The Parties further agree, and by entering this Consent Decree this Court finds, that the Complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which the City of Ironwood has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

29. The City of Ironwood shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. The City of Ironwood also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, the City of Ironwood shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

30. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, the City of Ironwood shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VIII.

## **XII. PROPERTY REQUIREMENTS**

31. **Agreements Regarding Access and Non-Interference.** The City of Ironwood shall, with respect to Affected Property provide the United States and its representatives,

contractors, and subcontractors with access at all reasonable times to its Affected Property to conduct any activity relating to response actions at the Site, including the following activities:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to the United States;
- c. Conducting investigations regarding contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, implementing, or monitoring response actions;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by the City of Ironwood or its agents, consistent with Section XIII below(Access to Information);
- g. Assessing the City of Ironwood's compliance with the Consent Decree;
- h. Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, under the Consent Decree or Environmental Protection Easement; and
- i. Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property, including those recorded in the Environmental Protection Easement.

32. **Environmental Protection Easement.** The City of Ironwood shall comply with all restrictions and responsibilities recorded in the Environmental Protection Easement (attached hereto as Appendix B.)

33. **Operation and Maintenance.** The City of Ironwood shall comply with all operation and maintenance requirements set forth in in Appendix A, including those described in Paragraph 34 - 41 below.

34. **Roles and Responsibilities.** The City of Ironwood shall ensure that the Engineering Controls implemented at the property by EPA remain in good condition and protective of human health and the environment. The City of Ironwood shall undertake ongoing maintenance and inspection of the property, including annual reporting of site conditions to MDEQ as set forth in Appendix A. The City of Ironwood shall conduct groundwater monitoring under the oversight and direction of MDEQ to evaluate the effectiveness of the removal action and determine if additional response actions are needed.

35. **Engineering Controls.** The City of Ironwood shall maintain, repair, and/or replace if needed the following Engineering Controls at the Site:

- a. **Rock Wall** – A rock wall consisting of large diameter boulders was established around the perimeter of the excavation implemented during the removal action. The rock wall was established to prevent unauthorized access to the property by motor vehicles and to prevent

the encroachment onto the property by adjacent property owners. The City of Ironwood shall ensure that the rock wall remains in place on the property to deter ingress which may result in damage to the soil cover and landscaping on the property.

b. Vegetative Cover – Vegetative cover and trees were planted at the property to stabilize surface soils following backfilling and grading of the excavation area. The City of Ironwood shall ensure that the vegetative cover remains in place on the property to inhibit erosion of the soil cover on the property.

c. Exposure Barrier – The excavation completed on the property as part of the removal action was backfilled and graded with up to 10 feet of non-contaminated backfill. The non-contaminated backfill at the property establishes a buffer between residual contamination present in the subsurface at the property and humans and animals accessing the property. The City of Ironwood shall ensure that the soil exposure barrier remains in place on the property with the surface contours maintained, and is not disturbed, to ensure the protection of human health and the environment.

d. Concrete Sealant – The concrete foundations associated with the former gasometer pads at the property were left in-place and are present at the ground surface. An opaque sealant was applied to the concrete pads to prevent contact with potential residual contaminants present on the concrete surface. The City of Ironwood shall ensure that the sealant remains on the concrete to ensure the protection of human health and the environment. Alternatively, the City of Ironwood may cover the concrete foundations (gasometer pads) with vegetation, if preferable for Site drainage.

e. Rip Rap – Rip rap, or large diameter boulders were added to the existing rock along the bank of the Montreal River. The rip rap was placed along the riverbank to prevent erosion of the exposure barrier and vegetative cover near the river. The City of Ironwood shall ensure that the rip rap remains in place on the property and is not disturbed, in order to ensure that the exposure barrier and vegetative cover are not damaged by the water erosion during seasonal fluctuations of the Montreal River.

f. Groundwater Monitoring Wells – Five groundwater monitoring wells remain at the property to allow for the long-term assessment of groundwater quality beneath the property. The City of Ironwood shall protect the groundwater monitoring wells and ensure that they remain functional and in place on the property.

g. Permanent Marker – A permanent marker summarizing the remedial activities implemented at the property and the restricted areas of the property was established in the southeast corner of the property where it can be readily viewed by those approaching the property from Ayer and Hemlock Streets. The City of Ironwood shall protect the permanent marker from damage and vandalism and ensure that it remains at its original location on the property. The content of the permanent marker is shown in Appendix F.

36. **Inspection Requirements.** The City of Ironwood shall conduct visual inspections at the property to evaluate conditions and to assess the integrity of the ECs outlined in the Paragraph 35 above. Inspections will include documentation, in writing, of the general

appearance of the property, while ensuring that unauthorized stockpiling or dumping, unauthorized excavation, and unauthorized vehicular access are not occurring. The City of Ironwood shall document the conditions observed in inspections using the form attached in Appendix A.

37. The City of Ironwood shall complete the inspections required in Paragraph 36 above in accordance with the following frequencies:

a. Monthly Inspections – The City of Ironwood shall inspect the Site on a monthly basis to ensure that ECs on the property remain intact and that physical alterations have not occurred at the property. Inspections shall be conducted in accordance with the attached inspection form.

b. Weather-related Inspections – The property is located in the flood plain of the Montreal River and is subjected to the erosive forces of seasonal runoff and flooding. The City of Ironwood shall inspect the property as seasonal conditions dictate, but not less than every two weeks during spring melt events. In addition, the City of Ironwood shall inspect the Site following any storm event that results in more than 1 inch of rainfall in a 24-hour period.

38. During each inspection, the inspector(s) will complete a new inspection form (monthly or weather-related). Observed deficiencies shall be recorded on the inspection forms and maintenance actions shall be recommended. If maintenance actions are required, the City of Ironwood shall implement them within 30 days of the inspection. Typical maintenance requirements are summarized in Paragraph 40 below. Prior to conducting an inspection pursuant to Paragraphs 36-37 above, the inspector(s) will review previous inspection forms and maintenance records.

39. The City shall maintain the inspection forms and maintenance records in the Ironwood City Clerk's office for five years.

40. **Maintenance Requirements.** The City of Ironwood shall complete maintenance activities at the property on a regular basis to ensure that the property is aesthetically acceptable and to mitigate deficiencies identified during inspections. The following provides a summary of typical routine maintenance activities that the City of Ironwood shall complete at the property.

a. Landscaping – The City of Ironwood shall mow the vegetative cover at the property on a monthly basis or as warranted by seasonal conditions. The City of Ironwood shall maintain trees and shrubs to ensure that fallen branches or uprooted stumps do not expose contaminated soil or create dams along the river resulting in flooding and erosion of the property.

b. Seeding – The City of Ironwood shall complete seeding at the property as needed to ensure that the vegetative cover at the property remains intact. The City of Ironwood shall re-seed and water, as appropriate to ensure that the vegetative cover is restored, bare areas of the property resulting from erosion, recreational activities, or trespass.

c. **Rock Wall Maintenance** – The City of Ironwood shall maintain the rock wall along the property limits to ensure that unauthorized access is not permitted. If boulders are moved or are found to be ineffective at preventing vehicular access then the City of Ironwood shall place additional boulders, or a suitable alternative, to mitigate the deficiency.

d. **Sealant Application** – The City of Ironwood shall apply sealant to the concrete foundations as needed to ensure they are protected and free of exposed residual contamination. The City of Ironwood shall seal or paint bare areas of the foundations resulting from erosion, recreational activities, or trespass to ensure that the integrity of the sealant is restored. Alternatively, the City of Ironwood may cover the concrete foundations (gasometer pads) with vegetation, if preferable for Site drainage.

e. **Burrows and Erosion** – The property is located in the flood plain of the Montreal River and is subjected to the erosive forces of seasonal runoff and flooding. In addition, burrowing animals may cause damage to the exposure barrier. In either case, the City of Ironwood shall restore the exposure barrier with clean granular fill to ensure that residual contamination is not exposed. The City of Ironwood shall complete restoration of eroded or damaged areas of the exposure barrier as needed.

41. **Groundwater Sampling.** The City of Ironwood shall collect representative groundwater samples from monitoring wells 2, 3, 4, and 5 (shown on Appendix D) through 2022 utilizing MDEQ approved low flow sampling procedures, including the purging of each well until applicable water quality parameters stabilize immediately prior to sample collection. Each sample shall be collected in suitable sealable containers supplied by a certified laboratory. Samples shall be preserved per laboratory instructions and delivered to the laboratory within the required temperature range. A minimum of one duplicate shall also be collected during each sampling event. Purge water and any other investigative derived waste shall be properly disposed of off-site. Samples shall be analyzed by a certified laboratory as indicated in the attached form (found in Appendix A).

42. The City of Ironwood shall submit a sampling plan and sampling schedule to MDEQ no later than May 15 of each year. The City of Ironwood shall submit results of sampling within 30 days of receipt. MDEQ will reevaluate the need for annual sampling after reviewing the 2022 results.

43. **Notice to Successors-in-Title.** On September 23, 2013, the City of Ironwood recorded the Environmental Protection Easement. The Environmental Protection Easement provides a description of the real property, identifies restrictions on land use on the property and provides notice that EPA selected a removal action for the Site in an Action Memorandum dated August 9, 2012.

44. The City of Ironwood shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property, whichever is earlier:

a. Notify the proposed transferee that EPA performed a response action regarding the Site; and

b. Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the notice that it provided to the proposed transferee.

45. In the event of any Transfer of the Affected Property, unless the United States otherwise consents in writing, the City of Ironwood shall continue to comply with its obligations under the Consent Decree.

46. Notwithstanding any provision of the Consent Decree, the United States retains all of its access authorities and rights, as well as all of its rights to require institutional controls, including enforcement authorities related thereto, under CERCLA and any other applicable statute or regulations.

### **XIII. ACCESS TO INFORMATION**

47. The City of Ironwood shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

48. **Privileged and Protected Claims.** The City of Ironwood may assert that all or part of a Record is privileged or protected as provided under federal law, provided they comply with Paragraph 49, and except as provided in Paragraph 50.

49. If the City of Ironwood asserts a claim of privilege or protection, it shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, the City of Ironwood shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. The City of Ironwood shall retain all Records that it claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the City of Ironwood's favor.

50. The City of Ironwood may make no claim of privilege or protection regarding:

a. any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

b. the portion of any Record that the City of Ironwood is required to create or generate pursuant to this Consent Decree.

51. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA and any other applicable statutes or regulations.

#### **XIV. RETENTION OF RECORDS**

52. Until 10 years after the Effective Date, the City of Ironwood shall preserve and retain all non-identical copies of Records now in its possession or control or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any municipal retention policy to the contrary.

53. At the conclusion of the record retention period, the City of Ironwood shall notify EPA and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA or DOJ, and except as provided in Paragraph 48 (Privileged and Protected Claims), the City of Ironwood shall deliver any such Records to EPA.

54. The City of Ironwood certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State, and that it has fully complied with any and all EPA and State requests for information regarding the Site and the City of Ironwood's financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), 42 U.S.C. § 6927, and state law;

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time the City of Ironwood executes this Consent Decree; and

c. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

#### **XV. NOTICES AND SUBMISSIONS**

55. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

**As to DOJ by email:** eescasemanagement.enrd@usdoj.gov  
Re: DJ# 90-11-3-11704



**As to DOJ by mail:** EES Case Management Unit  
U.S. Department of Justice  
Environment and Natural Resources Division  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-11704

**As to EPA:** Director  
Superfund Division (SR-6J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

**As to The City of Ironwood:**City Manager  
Memorial Building  
213 South Marquette Street  
Ironwood, MI 49938

## **XVI. RETENTION OF JURISDICTION**

56. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

## **XVII. INTEGRATION/APPENDICES**

57. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A is Operation and Maintenance Agreement for the Site.

Appendix B is a copy of the Environmental Protection Easement.

Appendix C is a list of the financial documents submitted to EPA by the City of Ironwood.

Appendix D is a map showing the Site.

Appendix E is a survey description of the Site.

Appendix F shows the content of the permanent marker at the Site.

#### **XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

58. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. The City of Ironwood consents to the entry of this Consent Decree without further notice.

59. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

#### **XIX. SIGNATORIES/SERVICE**

60. Each undersigned representative of the City of Ironwood and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

61. The City of Ironwood agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified the City of Ironwood in writing that it no longer supports entry of the Consent Decree.

62. The City of Ironwood shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. The City of Ironwood hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that the City of Ironwood need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

#### **XX. FINAL JUDGMENT**

63. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the the City of Ironwood. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

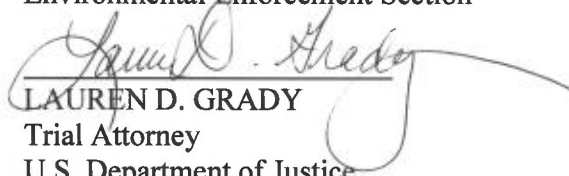
---

United States District Judge

Signature Page for Consent Decree Regarding Ironwood Manufactured Gas Plant Superfund Site

**FOR THE UNITED STATES OF AMERICA:**

KAREN DWORKIN  
Deputy Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section

  
LAUREN D. GRADY

Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611

ANDREW B. BIRGE  
Acting United States Attorney  
Western District of Michigan

NICOLE L. MAZZOCCO  
Assistant United States Attorney  
Western District of Michigan  
330 Ionia Avenue, N.W.  
Suite 501  
Grand Rapids, MI 49503-2549

Dated: 10/29/18

Signature Page for Consent Decree Regarding Ironwood Manufactured Gas Plant Superfund Site



DOUGLASS BALLOTTI  
Acting Director  
Superfund Division  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard  
Chicago, IL 60604




RICHARD L. NAGLE  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Boulevard  
Chicago, IL 60604

Dated: OCT 30 2018


Signature Page for Consent Decree Regarding Ironwood Manufactured Gas Plant Superfund Site

**FOR DEFENDANT CITY OF IRONWOOD, MICHIGAN:**

10-8-18  
Dated

  
Name (print): Annette DaLio-Burchell  
Title: Mayor  
Address: 213 S. Marquette St.  
Ironwood, MI 49938

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:   
Title: Karen M. Gullan, City Clerk  
Address: 213 S. Marquette St., Ironwood, MI  
Phone: (906)932-5050 x121 49938  
Email: [gullank@cityofironwood.org](mailto:gullank@cityofironwood.org)

**United States v. City of Ironwood**  
**Consent Decree - Appendix A**

**Operation and Maintenance Agreement**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 W. Jackson Blvd  
Chicago, IL 60604

## ROLES AND RESPONSIBILITIES

The long-term stewardship of the Former Ironwood Gasworks Property (corner of Ayer & Hemlock Streets, Ironwood, MI) will require that regular inspection and maintenance are completed and documented. The following provides a general overview of the responsibilities of each party and contact information for communications related to the long-term stewardship of the property.

### City of Ironwood:

The City of Ironwood is responsible for ensuring that the Engineering Controls (ECs) implemented at the property by the U.S. Environmental Protection Agency (EPA) remain in good condition and protective of human health and the environment. The City of Ironwood is responsible for the ongoing maintenance and inspection of the property, including annual reporting of site conditions to the Michigan Department of Environmental Quality (MDEQ). The City of Ironwood will conduct groundwater monitoring under the oversight and direction of MDEQ to evaluate the effectiveness of the removal action and determine if additional response actions are needed.

Communications to the City of Ironwood shall be directed to the following:

City Manager  
Memorial Building  
213 S. Marquette St.  
Ironwood, MI 49938

### MDEQ:

The State of Michigan, through the MDEQ, may enforce the restrictions and grant of easement set forth in the Restrictive Covenant and Easement for the property by legal action in a court of competent jurisdiction. The MDEQ and its representatives may enter the property at reasonable times for the purpose of determining and monitoring compliance with the Action Memorandum and with the Restrictive Covenant and Easement, including the right to take samples, inspect the premises, and examine any records associated with the routine maintenance and inspection of the property.

Communications to the MDEQ shall be directed to the following:

Chief  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926



**EPA:**

The United States of America, through the EPA, may enforce the restrictions and grant of easement set forth in the Restrictive Covenant and Easement by legal action in a court of competent jurisdiction. The EPA and its representatives may enter the property at reasonable times for the purpose of determining and monitoring compliance with the Action Memorandum and with the Restrictive Covenant and Easement, including the right to take samples, inspect the premises, and examine any records associated with the routine maintenance and inspection of the property.

Communications to the EPA shall be directed to the following:

Director  
Superfund Division (SR-6J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

Any notice, demand, request, consent, approval, or communication that is required to be made or obtained as it relates to property transactions and the long-term stewardship of the property shall be made in writing; include the MDEQ Site ID number (27000066) and EPA Site ID number (B5ZC); and shall be served either personally, or sent via first class mail.

**IMPLEMENTATION, INSPECTION, MAINTENANCE, AND SAMPLING**

The following subsections outline the ECs established at the property and the routine inspection, maintenance and reporting requirements that shall be completed to ensure the protection of human health and the environment.

**EC Implementation**

The following provides a summary of the ECs implemented at the property and their function as it relates to restrictions on the property:

- **Rock Wall** – A rock wall consisting of large diameter boulders was established around the perimeter of the excavation implemented during the removal action. The rock wall was established to prevent unauthorized access to the property by motor vehicles and to prevent the encroachment onto the property by adjacent property owners. The rock wall shall remain in place on the property to deter ingress which may result in damage to the soil cover and landscaping on the property.

- **Vegetative Cover** – Vegetative cover was planted at the property to stabilize surface soils following backfilling and grading of the excavation area. The vegetative cover shall remain in place on the property to inhibit erosion of the soil cover and on the property.
- **Exposure Barrier** – The excavation completed on the property as part of the removal action was backfilled and graded with up to 10 feet of non-contaminated backfill. The non-contaminated backfill at the property establishes a buffer between residual contamination present in the subsurface at the property and humans and animals accessing the property. The soil exposure barrier shall remain in place on the property and shall not be disturbed to ensure the protection of human health and the environment.
- **Concrete Sealant** – The concrete foundations associated with the former gasometer pads at the property were left in-place and are present at the ground surface. An opaque sealant was applied to the concrete pads to prevent contact with potential residual contaminants present on the concrete surface. The sealant shall remain on the concrete to ensure the protection of human health and the environment.
- **Rip Rap** – Rip rap, or large diameter boulders were added to the existing rock along the bank of the Montreal River. The rip rap was placed along the riverbank to prevent erosion of the exposure barrier and vegetative cover near the river. The rip rap shall remain in place on the property and shall not be disturbed to ensure that the exposure barrier and vegetative cover are not damaged by the water erosion during seasonal fluctuations of the Montreal River.
- **Groundwater Monitoring Wells** – Five groundwater monitoring wells remain at the property to allow for the long-term assessment of groundwater quality beneath the property. The groundwater monitoring wells shall be protected and remain in place on the property.
- **Permanent Marker** – A permanent marker summarizing the remedial activities implemented at the property and the restricted areas of the property was established in the southeast corner of the property where it can be readily viewed by those approaching the property from Ayer and Hemlock Streets. The permanent marker shall be protected from damage and vandalism and remain at its original location on the property.

### **Inspection Requirements**

Visual inspections shall be conducted at the property by the City of Ironwood to evaluate conditions and to assess the integrity of the ECs outlined in the preceding subsection. Inspections will include documentation, in writing, of the general appearance of the property, while ensuring that unauthorized stockpiling or dumping, unauthorized excavation, and unauthorized vehicular access are not occurring. A form to be completed during the inspections to document conditions at the property can be found in Attachment 1.

Inspections shall be completed at the property in accordance with the following frequencies:

- **Monthly Inspections** – The property shall be inspected on a monthly basis to ensure that ECs on the property remain intact and that physical alterations have not occurred at the property. Inspections shall be conducted in accordance with the attached inspection form.
- **Weather-related Inspections** – The property is located in the flood plain of the Montreal River and is subjected to the erosive forces of seasonal runoff and flooding. The property shall be inspected as seasonal conditions dictate, but not less than every two-weeks during Spring melt events. In addition, the property shall be inspected following any storm event that results in more than 1-inch of rainfall in a 24 hour period.

Prior to conducting an inspection, the inspector(s) will review previous inspection forms and maintenance records that will be maintained in the Ironwood City Clerk's office. All inspection forms shall be retained for a period of five years. During each inspection, the inspector(s) will complete a new inspection form (monthly or weather-related). Observed deficiencies shall be recorded on the inspection forms and maintenance actions shall be recommended. If maintenance actions are required, they shall be implemented within 30 days of the inspection. Typical maintenance requirements are summarized in the following subsection. The City shall submit a summary report of the annual inspections to MDEQ no later than August 1 of each year.

### **Maintenance Requirements**

Maintenance activities at the property shall be completed on regular basis to ensure that the property is aesthetically acceptable and to mitigate deficiencies identified during inspections. The following provides a summary of typical routine maintenance activities that shall be completed at the property.

- **Landscaping** – The vegetative cover at the property shall be mowed on a monthly basis or as warranted by seasonal conditions. Trees and shrubs shall be maintained to ensure that fallen branches or uprooted stumps do not expose contaminated soil or create dams along the river resulting in flooding and erosion of the property.
- **Seeding** – Seeding shall be completed at the property as needed to ensure that the vegetative cover at the property remains intact. Bare areas of the property resulting from erosion, recreational activities, or trespass shall be re-seeded, and watered as appropriate, to ensure that the vegetative cover is restored.
- **Rock Wall Maintenance** – The rock wall along the property limits shall be maintained to ensure that unauthorized access is not permitted. If boulders are moved or are found to be ineffective at preventing vehicular access then additional boulders, or suitable alternative, shall be placed as necessary to mitigate the deficiency.
- **Sealant Application** – Sealant application shall be applied to the concrete foundations as needed to ensure they are protected and free of exposed residual contamination. Bare areas of the foundations resulting from erosion, recreational activities, or trespass shall be sealed or painted to ensure that the integrity of the sealant is restored. Alternatively, the concrete

foundations (aka gasometer pads) may be covered with vegetation, if preferable for Site drainage.

- **Burrows and Erosion** – The property is located in the flood plain of the Montreal River and is subjected to the erosive forces of seasonal runoff and flooding. In addition, burrowing animals may cause damage to the exposure barrier. In either case, the exposure barrier shall be restored with clean granular fill to ensure that residual contamination is not exposed. Restoration of eroded or damaged areas of the exposure barrier shall be completed as needed.

## **GROUNDWATER SAMPLING**

The City of Ironwood shall collect representative groundwater samples from monitoring wells 2, 3, 4 and 5 during June or July of 2017 through 2022 utilizing MDEQ approved low flow sampling procedures, including the purging of each well until applicable water quality parameters stabilize immediately prior to sample collection. Each sample shall be collected in suitable sealable containers supplied by a certified laboratory. Samples shall be preserved per laboratory instructions and delivered to the laboratory within the required temperature range. A minimum of one duplicate shall also be collected during each sampling event. Purge water and any other investigative derived waste shall be properly disposed of off-site. Samples shall be analyzed by a certified laboratory as indicated in Attachment 2.

The City shall submit a sampling plan and sampling schedule to MDEQ no later than May 15 of each year. Results shall be submitted to MDEQ within thirty days of receipt. MDEQ will re-evaluate the need for annual sampling after reviewing the 2022 results.

Date:

**Ironwood Gasworks Property  
INSPECTION CHECKLIST**

Visual inspections shall be conducted at the property to evaluate conditions and to assess the integrity of the engineering controls established at the property. Inspections will include documentation of the general appearance of the property, while ensuring that unauthorized stockpiling or dumping, unauthorized excavation, and vehicular access is not occurring. Checklists shall be maintained on file in the Office of the Ironwood City Clerk for at least five years from the date of inspection. **Annual reports are due to MDEQ by 8/1 of each year.**

Permanent Marker	YES	NO	Observations	Action(s) needed
Marker visible and in plain view?				
Marker securely attached to support structure?				
Damage or defacement of marker or support?				
<b>Perimeter boulders</b>				
Boulder rows present?				
Boulders still spaced to prevent vehicular access?				
<b>Soil/Vegetative Cover/Concrete Pads</b>				
Evidence of vehicle tracks on site interior?				
Low spots, gullies, washouts, or other erosion or settling features?				
Trees damaged or diseased?				
Grass cover intact?				
Mowing needed?				
Unauthorized stockpiles, dumping, excessive garbage or unknown materials present?				
Damage to visible portion(s) of concrete pad(s)?				
<b>Riverbank</b>				
Rock armoring in place?				
Soil /vegetative cover on slope intact?				

**River Condition**

Any sheen observed?				
Any obstructions in the River?				

**Monitoring Wells**

Wells undamaged and locked?				
-----------------------------	--	--	--	--

Followup needed prior to next inspection:

Comments (e.g. weather conditions, flooding, snow-cover):

Completed by:

Position/Title:

## ATTACHMENT 2

## Target Analytes for Groundwater Monitoring at Ironwood MGP Site

<b>Volatile Organic Compounds (VOCs)</b>			
<b>Analyte:</b>	<b>Units</b>	<b>Method</b>	<b>Target Detection Limit (TDL)</b>
1,2,4-Trimethylbenzene (TMB)	ug/L	8260	1
1,3,5-Trimethylbenzene (TMB)	ug/L	8260	1
Benzene	ug/L	8260	1
Ethylbenzene (EB)	ug/L	8260	1
Xylenes	ug/L	8260	1
Toluene	ug/L	8260	1

<b>Polynuclear Aromatic Hydrocarbons ('PNAs' or 'PAHs')</b>			
<b>Analyte:</b>	<b>Units</b>	<b>Method</b>	<b>Target Detection Limit (TDL)</b>
2-Methylnaphthalene	ug/L	8270	5
Acenaphthene	ug/L	8270	5
Fluorene	ug/L	8270	5
Naphthalene	ug/L	8270	5
Phenanthrene	ug/L	8270	2
Pyrene	ug/L	8270	5

**United States v. City of Ironwood**  
**Consent Decree - Appendix B**

**Environmental Protection Easement**





STATE OF MICHIGAN - GOGEBIC COUNTY  
RECORDED  
GERRY R. PELISSERO - REGISTER OF DEEDS  
09/23/2013 12:00:59 PM

RECEIPT# 6546, STATION  
\$56.00 EASEMENT



LIBER 561

PAGE 80

**~~DECLARATION OF RESTRICTIVE COVENANT AND~~  
GRANT OF ENVIRONMENTAL PROTECTION EASEMENT**

This transfer is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

**Superfund Site: Ironwood Manufactured Gas Plant Site, Gogebic County, Michigan  
MDEQ Site ID No. 2700066  
U.S. EPA Site No. B5ZC**

This Declaration of Restrictive Covenant and Grant of Environmental Protection Easement ("Restrictive Covenant and Easement") is made on 9/9/13 by the City of Ironwood, the Grantor, whose address is 213 South Marquette Street, Ironwood, Michigan 49938 for the benefit of the Grantee, the Michigan Department of Environmental Quality ("MDEQ"), whose address is P.O. Box 30473, Lansing, Michigan 48909-7926.

**RECITALS**

- i. The Grantor is the title holder of the real property located in Gogebic County, Michigan and legally described in Exhibit 1 attached hereto ("Property").
- ii. The purpose of this Restrictive Covenant and Easement is to create restrictions that run with the land in the Grantor's real property rights; to protect the public health, safety, and welfare, and the environment; to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the Property; and to grant access to the Grantee, the United States Environmental Protection Agency ("U.S. EPA") as a Third Party Beneficiary, and either agency's representatives to monitor and conduct Response Activities.
- iii. An Action Memorandum dated August 9, 2012, has been issued by the U.S. EPA for the purpose of carrying out the Response Activities selected to address environmental contamination at the Site. The Response Activities summarized below are more fully described in the Action Memorandum and are being implemented by the U.S. EPA.
- iv. The Property is associated with the Ironwood Manufactured Gas Plant Superfund Site (the "Site"), MDEQ Site ID No. 2700066. Hazardous substances, including volatile organic

compounds (VOCs), semivolatile organic compounds (SVOCs) including polyaromatic hydrocarbons and inorganic compounds, have been released and/or disposed of on the Property. The Site is a facility as that term is defined in Section 101(9) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); and Section 20101(1)(s) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.* ("NREPA").

v. At the time of recording this Restrictive Covenant and Easement, the U.S. EPA and the MDEQ have determined that the hazardous substances at the Property present a threat to human health through direct contact to subsurface soils and soils in the saturated zone that contain coal tar related materials with levels of inorganic, VOCs and SVOCs that exceed applicable Michigan Department of Environmental Quality's Part 201 Criteria; and that the land use and resource use restrictions set forth below are necessary to prevent unacceptable exposures.

vi. The restrictions contained in this Restrictive Covenant and Easement are based upon information available to the U.S. EPA and the MDEQ at the time the Action Memorandum was issued. Failure of the Response Activities to achieve and maintain the criteria, exposure controls, and requirements specified in the Action Memorandum; future changes in the environmental condition of the Property or changes in the applicable cleanup criteria; the discovery of environmental conditions at the Property that were not accounted for in the Action Memorandum, regardless of the date of the release of hazardous substances contributing to those environmental conditions; or the use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant and Easement not being protective of public health, safety, and welfare, and the environment. Information pertaining to the environmental conditions at the Property and Response Activities undertaken at the Site is on file with the U.S. EPA and the MDEQ Remediation and Redevelopment Division.

vii. The MDEQ and U.S. EPA recommend that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the applicable requirements of Section 20107a of the NREPA.

### SUMMARY OF RESPONSE ACTIVITIES

Hazardous substances including VOCs, SVOCs, arsenic, cyanide and other inorganic substances from gas manufacturing activities were released and/or disposed of on the Property. Prior to the recording of this Restrictive Covenant and Easement, EPA and the owner took response activities to excavate and remove some of the hazardous substances at the Property; however, contamination remains on the Property and is present beginning approximately three feet below ground surface (bgs). The portion of the Property known to be contaminated is set forth in the survey in Exhibit 2. A barrier consisting of at least three feet of clean soil and vegetation has been placed above the contamination, to prevent direct contact with remaining impacted soils and tar-like materials.

### DEFINITIONS

"Grantee" shall mean the MDEQ, its successor entities, and those persons or entities acting on its behalf;

"Grantor" shall mean the title holder of the Property at the time this Restrictive Covenant and Easement is executed or any future title holder of the Property or some relevant sub-portion



of the Property;

"MDEQ" shall mean the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf;

"NREPA" shall mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*;

"Part 201" shall mean Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*;

"Property" shall mean the real property legally described in Exhibit 1;

"Response Activities" shall mean, consistent with Section 101(25) of CERCLA, 42 U.S.C. Section 9601(25), such actions as have been or may be necessary to conduct any removal, remedy or remedial action, as those terms are defined in Sections 101(23) and 101(24) of CERCLA, 42 U.S.C. Sections 9601(23) and 9601(24), on the Property and/or at the Site, including enforcement activities related thereto;

"Site" shall mean the Ironwood Manufactured Gas Plant removal site;

"U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf; and

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201; or the Part 201 Administrative Rules ("Part 201 Rules"), 2002 Michigan Register 24, effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of execution of this Restrictive Covenant and Easement.

#### **NOW THEREFORE,**

For valuable consideration of less than \$100.00, the receipt of which is hereby acknowledged, the Grantor, on behalf of itself, its successors and assigns hereby covenants and declares that the Property shall be subject to the restrictions set forth below, for the benefit of the Grantee, and grants and conveys to the Grantee, and its assigns and representatives, the perpetual right to enforce said restrictions. The Grantor further, on behalf of itself, its successors and assigns does grant and convey to the Grantee and its representatives an environmental protection easement of the nature, character, and purposes set forth below with respect to the Property, and the right to enforce said easement.

1. **Restrictions on Land Use:** The Grantor shall

(a) Prohibit all residential uses of the Property;

(b) Prohibit indoor use on the Property;

(c) The Property may be used for recreational purposes, subject to compliance with all restrictions contained in this document that are necessary to protect the effectiveness and integrity of the Action Memorandum and to prevent unacceptable exposures to the subsurface contamination left at the Property.



2. **Restrictions on Activity:** The Grantor shall:

(a) Prohibit activities that cause existing contamination to migrate beyond the boundaries of the Property, increase the cost of Response Activities, or otherwise exacerbate the existing contamination located on the Property. The term "exacerbation" is more specifically defined in Section 20101(1)(r) of the NREPA, MCL 324.20101(1)(r);

(b) Prohibit and prevent use of the Property in a manner that may interfere with Response Activities at the Property, including interim response, removal action, remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the response action;

(c) Prohibit excavation, removal, damage or other interference with the clean soil cover depicted in Exhibit 2, which goes to a depth of three feet bgs on the Property unless conducted pursuant to a U.S. EPA or MDEQ approved plan;

(d) Maintain the elevation and contours of the Property set forth in the survey in Exhibit 2;

(e) Prohibit excavation and modification to the shoreline along the Property boundary along the Montreal River unless conducted pursuant to an U.S. EPA or MDEQ approved plan;

(f) Prohibit any excavation or other activities involving disturbance of soil or other materials below 1472 feet Above Mean Sea Level (AMSL) on the Property unless conducted pursuant to a U.S. EPA or MDEQ approved plan;

(g) Prohibit the construction of and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are necessary for Response Activities or testing and monitoring groundwater contamination levels;

(h) Prohibit construction of buildings and/or enclosed structures on the Property and prohibit use of any buildings and/or enclosed structures. This subparagraph does not prohibit construction or use of open air structures;

(i) Prohibit any activity that disturbs the concrete pads identified in Exhibit 2 unless such activity is conducted in association with appropriate soil characterization and in compliance with applicable state and federal environmental, health, and safety laws and regulations including, but not necessarily limited to, the use of appropriate personal protective equipment;

(j) Prohibit excavation, removal, damage or other interference with existing monitoring wells on the property identified in Exhibit 2;

3. **Permanent Marker:**

The Grantor shall allow the installation of the permanent marker that has been approved by the U.S. EPA and/or the MDEQ within the Property boundaries. The permanent marker is generally depicted in Exhibit 3. The Grantor shall not remove, cover, obscure, or otherwise alter or interfere with any permanent markers placed on the Property at the location generally depicted in Exhibit 3. The Grantor shall keep vegetation and other materials clear of any permanent markers to assure that the markers are readily visible.



4. **Management of Contaminated Soil, Media, and Debris:** The Grantor shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of Part 201, MCL 324.20120c and Part 111, Hazardous Waste Management, of the NREPA, MCL 324.11101 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws and regulations. The Grantor shall repair and maintain the elevation and contours of the Property set forth in the survey in Exhibit 2.

5. **Access:** The Grantor grants the MDEQ and its representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Action Memorandum and with this Restrictive Covenant and Easement, including the right to take samples, inspect the operation of the Response Activities, and, inspect any records relating thereto; and to perform any actions necessary to maintain compliance with Part 201 and the Action Memorandum.

Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the MDEQ's right of entry and access, or authorities to take Response Activities as defined in this Restrictive Covenant and Easement, as well as in NREPA, and any successor statutory provisions, or other state or federal law.

6. **Term:** This Restrictive Covenant and Easement shall run with the land and shall be binding on the Grantor, including persons as set forth in Paragraph 13(e), Successors.

7. **Third Party Beneficiary:** The Grantor, on behalf of itself and its successors, transferees, and assigns, hereby agrees that the United States, acting by and through the U.S. EPA, its successors and assigns, shall be a third party beneficiary ("Third Party Beneficiary") of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions, and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this Restrictive Covenant and Easement, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions, or obligations beyond the Grantor, the MDEQ, their successors, assigns, and the Third Party Beneficiary.

8. **Enforcement:** The State of Michigan, through the MDEQ; and the United States of America, through the U.S. EPA as a Third Party Beneficiary, may enforce the restrictions and grant of easement set forth in this Restrictive Covenant and Easement by legal action in a court of competent jurisdiction.

9. **U.S. EPA Entry, Access, and Response Authority:** Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the U.S. EPA's right of entry and access, or authority to undertake Response Activities as defined in this Restrictive Covenant and Easement, as well as in CERCLA, the National Contingency Plan, 40 Code of Federal Regulations Part 300, and any successor statutory provisions, or other state or federal law. The Grantor consents to officers, employees, contractors, and authorized representatives of the U.S. EPA entering and having continued access to this Property for the purposes described in Paragraph 5, above.

10. **Modification/Release/Rescission:** The Grantor may request in writing to the U.S. EPA and the MDEQ, at the addresses provided in Paragraph 12, below, modifications to, or release or rescission of, this Restrictive Covenant and Easement. This Restrictive Covenant and Easement may be modified, released, or rescinded only with the written approval of the U.S. EPA and the MDEQ. Any approved modification to, or release or rescission of, this Restrictive Covenant and



Easement shall be filed with the appropriate county Register of Deeds by the Grantor and a certified copy shall be returned to the MDEQ and the U.S. EPA at the addresses provided in Paragraph 12, below.

11. **Transfer of Interest:** The Grantor shall provide notice at the addresses provided in this document to the MDEQ and to the U.S. EPA of the Grantor's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and Easement and the applicable provisions of Section 20116 of the NREPA. The Grantor shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT AND ENVIRONMENTAL PROTECTION EASEMENT, DATED [month, day, year], AND RECORDED WITH THE GOGEBIC COUNTY REGISTER OF DEEDS, LIBER \_\_\_\_\_, PAGE \_\_\_\_\_.**

12. **Notices:** Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant and Easement shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant and Easement; include the MDEQ Site ID number; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For the U.S. EPA:

Director  
Superfund Division (SR-6J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

with a copy to:

Office of Regional Counsel (C-14J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604

For the MDEQ:

Chief  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926



For the Grantor, City of Ironwood

City Manager  
Memorial Building  
213 S. Marquette St.  
Ironwood, MI 49938

13. **Miscellaneous:**

(a) **Controlling Law.** The interpretation and performance of this Restrictive Covenant and Easement shall be governed by the laws of the United States as to the obligations referred to in the Action Memorandum and by the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws and principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant and Easement are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.

(b) **Construction.** Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant and Easement shall be liberally construed to achieve the purpose of this Restrictive Covenant and Easement and the policy and purpose of CERCLA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant and Easement is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant and Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of this Restrictive Covenant and Easement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other provisions shall continue unimpaired and in full force and effect.

(d) **Entire Agreement.** This Restrictive Covenant and Easement and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements between the undersigned relating to the matters addressed herein, all of which are merged herein.

(e) **Successors.** The covenants, terms, conditions, and restrictions of this Restrictive Covenant and Easement shall be binding upon; and inure to the benefit of, the Grantor and Grantee and their agents, successors, lessees, and assigns and any subsequent title holders, occupants or other persons acquiring an interest in the Property or a relevant sub-portion of the Property, and their respective agents, successors and assigns. The rights, but not the obligations or authorities, of the U.S. EPA are freely assignable to any public entity, subject to the notice to the Grantor, its successors and assigns, as their interests appear in the public title records kept and maintained by the Gogebic County Register of Deeds.

14. **Exhibits:** The following exhibits are incorporated into this Restrictive Covenant and Easement:

Exhibit 1 – Legal Description of the Property

Exhibit 2 – Survey of the Property



Exhibit 3 – Permanent Marker

15. **Easement Holders**: None. The Property is free and clear of encumbrances.
16. **Authority to Execute Restrictive Covenant and Easement**: The undersigned person executing this Restrictive Covenant and Easement represents and certifies that he or she is duly authorized and has been empowered to execute this Restrictive Covenant and Easement.



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**FOR THE GRANTOR:  
City of Ironwood**

Dated this 9th day of September, 2013.

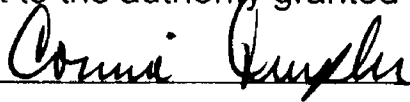
**CITY OF IRONWOOD**

  
By: KIM CORCORAN, Mayor

  
By: KAREN M. GULLAN, City Clerk

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF GOGEBIC    )

On this 9th day of September, 2013, before me personally appeared KIM CORCORAN, Mayor, and KAREN M. GULLAN, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed pursuant to the authority granted by the Ironwood City Commission.

  
\_\_\_\_\_

CONNIE TEMPLER  
Notary Public, State of Michigan  
County of Gogebic  
My Commission Expires Jun. 22, 2019  
Acting in the County of Gogebic

Prepared by:  
Janet Carlson,  
Atty at Law  
77 W. Jackson Blvd  
Chicago, IL 60604



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EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY



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## Survey Description

### Restricted Area

Lots 1-6, Block 5, the vacated Hemlock Street, and part of Water Street, Canal Company's Addition to the City of Ironwood, in part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), Section 21, Township 47 North, Range 47 West, City of Ironwood, Gogebic County, Michigan, described by metes and bounds as:

Beginning at the northeast corner of Lot 1, Block 5; thence N72°20'20"E, 5.33 feet; thence S27°47'09"E, 13.43 feet; thence S16°54'31"E, 23.72 feet; thence S05°15'11"E, 46.73 feet; thence S01°50'07"W, 23.83 feet; thence S18°52'07"W, 76.87 feet; thence S11°19'18"W, 21.38 feet; thence S77°01'08"W, 5.09 feet; thence N85°55'46"W, 25.84 feet; thence S88°53'34"W, 29.57 feet; thence N86°52'27"W, 24.45 feet; thence S86°00'53"W, 24.67 feet; thence S86°34'16"W, 28.66 feet; thence S74°16'56"W, 21.80 feet; thence S16°48'32"W, 14.42 feet to the South right-of-way of Water Street; thence N88°27'20"W along the South right-of-way of Water Street, 132 feet, more or less to the Montreal River; thence north along the Montreal River, 119 feet, more or less to the North line of Lot 6; thence N72°20'20"E along the north line of Lots 1-6, 322 feet, more or less, to the Point of Beginning.

Prepared by: Coleman Engineering Company  
200 East Ayer Street  
Ironwood, Michigan 49938

Project # : SI-13269  
Date: August 1, 2013  
amm



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**EXHIBIT 2**

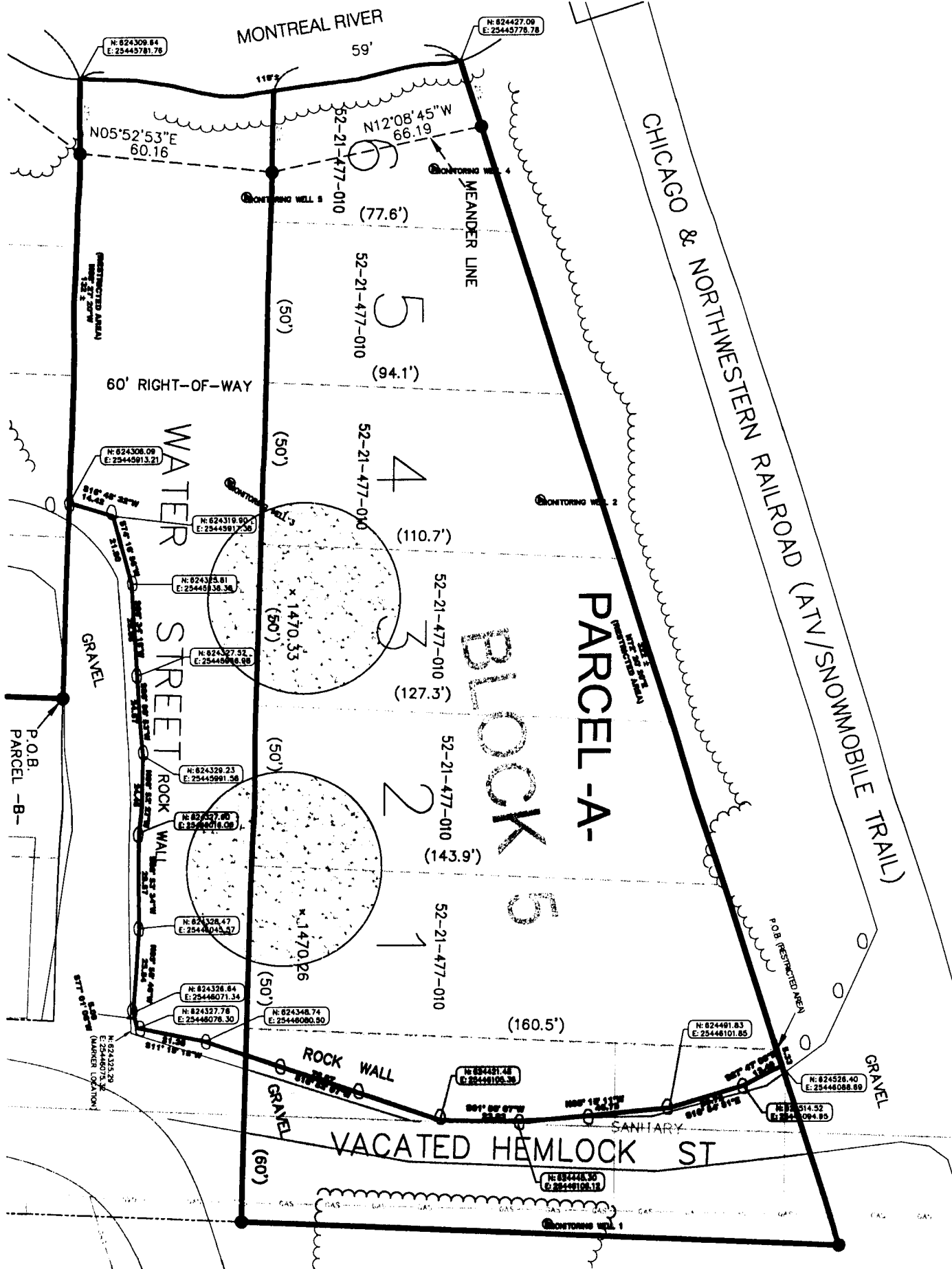
**SURVEY OF THE PROPERTY**



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**RESTRICTED AREA DETAIL  
IRONWOOD MGP SITE**



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HORIZONTAL DATUM BASED ON MICHIGAN STATE PLANE COORDINATES, NORTH ZONE  
VERTICAL DATUM BASED ON NAVD88

NOTE: ALL DIMENSIONS ARE IN INTERNATIONAL FEET.

DRAWN BY: A. MCRAE DATE: 7/26/2013 P&E: 474 SHEET 2 OF 2 REVISED: 8/1/2013	<p><b>COLEMAN ENGINEERING COMPANY</b>                  ENGINEERING-SURVEYING-GEOTECHNICAL</p> <p>200 East April Street                  Ironwood, MI 49936                  Phone: (605) 888-6048                  Fax: (605) 888-8818                  www.coleman-engineering.com</p> <p><b>JOB # S-13288</b></p> <p>© 2013 BY COLEMAN ENGINEERING COMPANY</p>
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EXHIBIT 3

PERMANENT MARKER



LIBER 561

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The photograph on this marker depicts the Ironwood Gas Works, a manufactured gas plant that operated on this property from about 1911 to 1950. The circular concrete structures seen on the property today are the foundations for the steel tanks in the photograph, which were used to store the manufactured gas. Manufactured gas, similar to natural gas, was used for cooking and heating in Ironwood and Hurley throughout the first half of the 20th Century. The photograph was taken in 1927 from the railroad bridge over the Montreal River, looking east toward Hemlock Street.

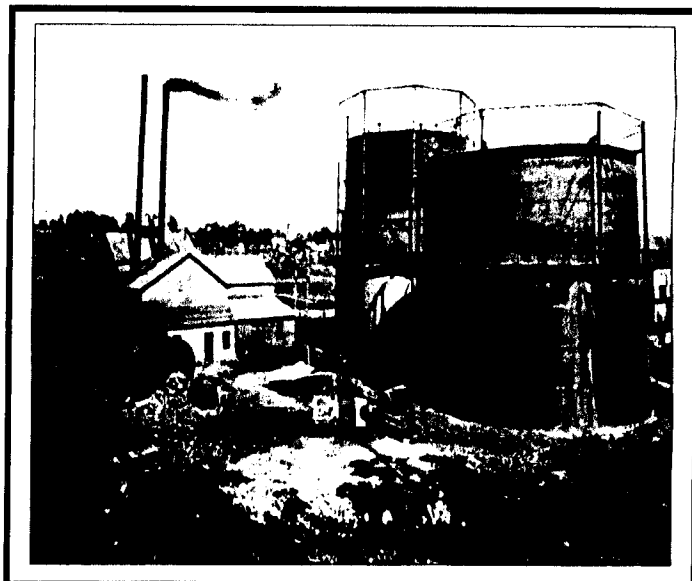


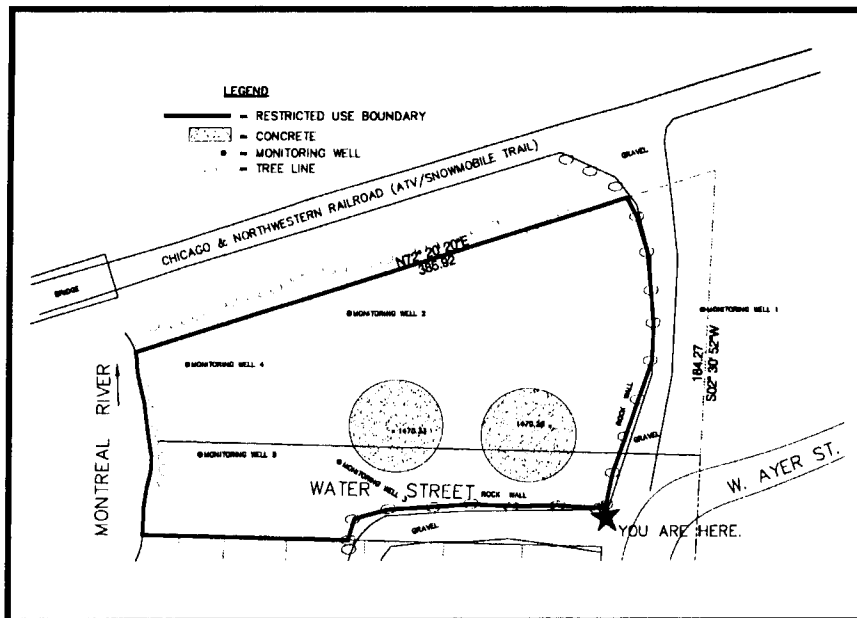
Photo courtesy of "Like It Usta Was" a historical account of the City of Ironwood written by Earle G. Sell.

In 2012, the U.S. Environmental Protection Agency and the City of Ironwood removed and disposed of more than 15,000 tons of waste that was buried up to 10 feet below grade. Wastes removed from the property included debris, coal tar, oily residue, contaminated soil, buried piping, vats and other buried containers. Removal of these buried wastes will result in improvements to the Montreal River and groundwater quality.

The property was restored in an environmentally beneficial manner by backfilling the excavation with clean soil, restoring the flood plain, and using soil cover to establish an exposure barrier. The following activities are prohibited on the property unless they are performed in accordance with the constraints of a restrictive covenant for the property:

1. Drinking or otherwise contacting the groundwater.
2. Excavation or removal of, or damage to the 3 feet of soil cover, which establishes a barrier between the ground surface and subsurface contaminants.
3. Excavation and modification of the Montreal River shoreline along the property boundary.
4. Excavation or removal of, or damage to existing monitoring wells on the property.

The restricted property is depicted on the map to the right. Additional information related to specific restrictions for the property is available in the Restrictive Covenant recorded with Gogebic County Register of Deeds.



**United States v. City of Ironwood**  
**Consent Decree - Appendix C**

**Financial Documents Submitted to EPA by the City of Ironwood**



**City of Ironwood Financial Documents Submitted to EPA for Ability-to-Pay Analysis**

1. Ability-to-Pay Analysis Financial Information provided by City of Ironwood
2. Audited Financial Statements, Required Supplemental Information, Other Financial Information, and Supplemental Reports dated June 30, 2016
3. City of Ironwood General Appropriations Act for fiscal year 2017-2018
4. USDA Supplemental Customer Information for City of Ironwood for fiscal year ending June 30, 2017
5. City of Ironwood Capital Improvement Plan for '17/'18 through '21/'22
6. Sidewalk Policy Memo with accompanying exhibits, dated August 9, 2017
7. Cost Estimates for Street Improvements
8. Executive Summary of Wastewater Asset Management Plan, dated July 2017
9. Page A-12 of Ironwood Comprehensive Plan Update, dated Summer 2014 and House Demo Locations map for 2007-2017
10. City Employee Count History
11. Amount of Revenue Sharing Lost Since 2002 - Printout from SaveMICity.org dated August 24, 2017
12. MERS Assumption Changes – tables provided by City of Ironwood and selected pages from CBIZ Retirement Plan Services document
13. City of Ironwood Proposed Budget Schedule and General Appropriate Act for Fiscal Year 2015-2016 with Budget Report for City of Ironwood dated August 31, 2015

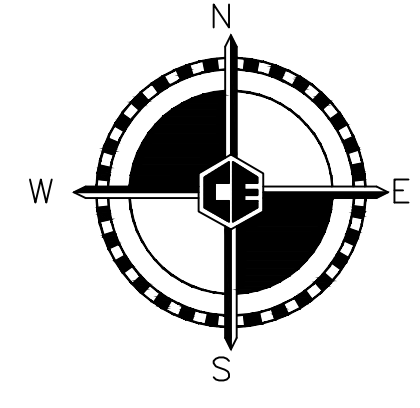
**United States v. City of Ironwood**  
**Consent Decree - Appendix D**

**Site Map**

PREPARED FOR:  
 LATA-KEMRON Remediation, LLC  
 2424 Louisiana Boulevard NE  
 Suite 400  
 Albuquerque, NM 87100

# PLAT OF SURVEY IRONWOOD MGP SITE

LOTS 1-6, BLOCK 5 AND LOTS 3-7 AND THE WEST HALF OF LOT 8, IN BLOCK 6, ALL IN THE CANAL COMPANY'S ADDITION TO THE CITY OF IRONWOOD, IN THE SE1/4-SE1/4, SECTION 21, TOWNSHIP 47 NORTH, RANGE 47 WEST, CITY OF IRONWOOD, GOGEBIC COUNTY, MICHIGAN.

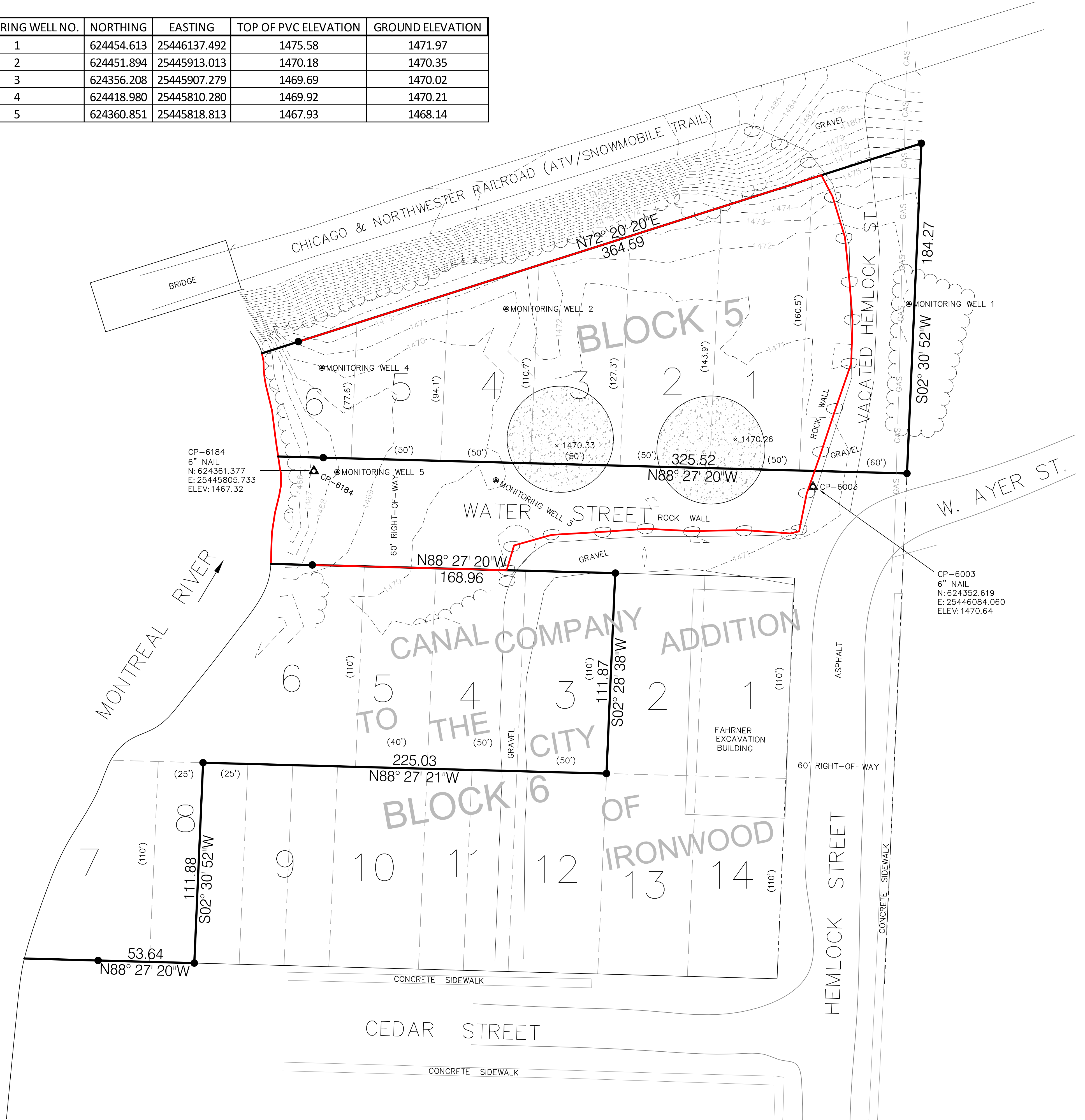


-HORIZONTAL DATUM BASED ON MICHIGAN STATE PLANE COORDINATES, NORTH ZONE.  
 -VERTICAL DATUM BASED ON NAVD88.

**NOTES:**

- RIGHT-OF-WAY OF WATER STREET HAS NOT BEEN VACATED PER CITY OF IRONWOOD.
- NO EASEMENT ON RECORD FOR THE GAS LINE ALONG EAST PROPERTY LINE PER XCEL ENERGY. FRANCHISE AGREEMENT TO BE LOCATED IN THE STREET RIGHT-OF-WAY (NOW VACATED).

MONITORING WELL NO.	NORTHING	EASTING	TOP OF PVC ELEVATION	GROUND ELEVATION
1	624454.613	25446137.492	1475.58	1471.97
2	624451.894	25445913.013	1470.18	1470.35
3	624356.208	25445907.279	1469.69	1470.02
4	624418.980	25445810.280	1469.92	1470.21
5	624360.851	25445818.813	1467.93	1468.14



**LEGEND**

- = SET 5/8" REBAR, UNLESS OTHERWISE NOTED.
- x 1470.33 = SPOT ELEVATION
- (with stippling) = CONCRETE
- (with dots) = ROCK WALL
- - - = LOT LINE
- - - - - = RIGHT-OF-WAY LINE
- ~ ~ ~ = TREE LINE
- = PROPERTY OWNERSHIP LINE
- (thick) = RESTRICTED USE BOUNDARY
- (50') = PLATTED LOT DIMENSION
- ⊙ = MONITORING WELL
- △ = CONTROL POINT

**CERTIFICATE OF SURVEY**

I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, A TRUE AND ACCURATE REPRESENTATION THEREOF.

RONALD K. JACOBSON, P.S. NO. 46671 7/25/2013

NOTE: ALL DIMENSIONS ARE IN INTERNATIONAL FEET.

DRAWN BY: A. MCRAE DATE: 7/25/2013 FB# 474 SHEET 1 OF 1	<b>COLEMAN ENGINEERING COMPANY</b> ENGINEERING-SURVEYING-GEOTECHNICAL 200 East Ayer Street Ironwood, MI 49938 Phone: (906) 932-5048 Fax: (906) 932-3213 www.coleman-engineering.com	
© 2013 BY COLEMAN ENGINEERING COMPANY		JOB # SI-13269

**United States v. City of Ironwood**  
**Consent Decree - Appendix E**

**Survey Description of the Site**

## Survey Description

### Restricted Area

Lots 1-6, Block 5, the vacated Hemlock Street, and part of Water Street, Canal Company's Addition to the City of Ironwood, in part of the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), Section 21, Township 47 North, Range 47 West, City of Ironwood, Gogebic County, Michigan, described by metes and bounds as:

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Prepared by: Coleman Engineering Company  
200 East Ayer Street  
Ironwood, Michigan 49938

Project # : SI-13269  
Date: August 1, 2013  
amm



LIBER 561

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**United States v. City of Ironwood**  
**Consent Decree - Appendix F**

**Content of the Permanent Marker at the Site**

The photograph on this marker depicts the Ironwood Gas Works, a manufactured gas plant that operated on this property from about 1911 to 1950. The circular concrete structures seen on the property today are the foundations for the steel tanks in the photograph, which were used to store the manufactured gas. Manufactured gas, similar to natural gas, was used for cooking and heating in Ironwood and Hurley throughout the first half of the 20th Century. The photograph was taken in 1927 from the railroad bridge over the Montreal River, looking east toward Hemlock Street.

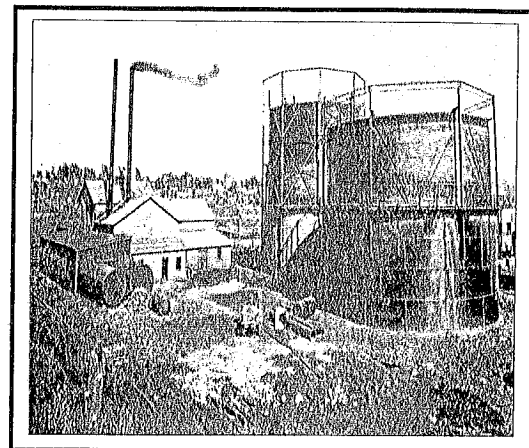


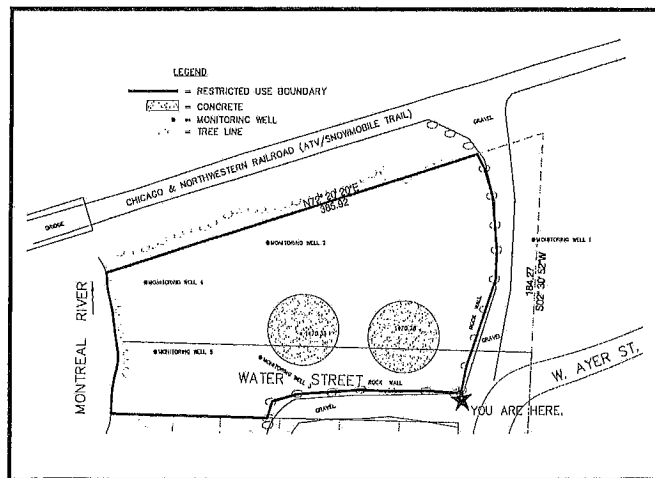
Photo courtesy of "Like It Usta Was" a historical account of the City of Ironwood written by Earle G. Sell.

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2. Excavation or removal of, or damage to the 3 feet of soil cover, which establishes a barrier between the ground surface and subsurface contaminants.
3. Excavation and modification of the Montreal River shoreline along the property boundary.
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LIBER 561

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